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ABSTRACT

This contractual agreement between the Board of Trustees of Lower Columbia College (LCC) District 13 and the Lower Columbia College Faculty Association outlines the terms of employment for all academic employees of the district. The 13 articles in the agreement set forth provisions related to: (1) recognition of the association as exclusive bargaining agent; (2) academic employee opportunities and obligations concerning college governance; (3) salary and initial placement of employees; (4) professional development; (5) association rights; (6) academic employee rights and working conditions; (7) management rights; (8) the intention to negotiate an evaluation system for non-probationary employees; (9) personal and professional leaves of absence; (10) grievance procedures; (11) tenure and dismissal; (12) the scope of the agreement; and (13) the duration of the agreement. Information on professional development units, a back-to-work agreement addressing the March 3 and March 4, 1988 work-stoppage, and a memorandum of agreement concerning an inventory of fixed assets and equipment are appended. (AJL)

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COLLECTIVE BARGAINING AGREEMENT BETWEEN
BOARD OF TRUSTEES OF LOWER COLUMBIA COLLEGE DISTRICT 13
AND
LOWER COLUMBIA FACULTY ASSOCIATION

1988 - 1990

Collected by

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Lower Columbia College
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ARTICLE 100: INTRODUCTION

101 PREAMBLE

This Agreement is by and between the Board of Trustees of Lower Columbia College District 13, and the Lower Columbia College Faculty Association (hereinafter called the "LCCFA"). The term "District" used hereinafter shall mean the Board of Trustees or its lawfully delegated representatives.

This Agreement sets forth the terms and conditions of employment for all academic employees of the District. The term "academic employees" means all teachers, counselors, librarians, and department heads employed by the District, whether full or part-time.

102 EXCLUSIVE RECOGNITION

The District recognizes the LCCFA as the exclusive bargaining agent per RCW 28B.52, as now or hereinafter amended, for all academic employees employed by the District.

ARTICLE 200: GOVERNANCE

201 GOVERNANCE COUNCIL

A governance system which allows effective and orderly utilization of academic employees professional judgment and expertise shall be maintained at all times during the life of this Agreement. Accordingly, the Governance Council as presently constituted shall be continued during the life of this Agreement unless otherwise agreed by the parties.

The College Governance Council shall provide meaningful involvement of administration and academic employees in the development, implementation, and review of institutional policy and procedures. The Governance Council shall consist of the members of the LCCFA's Executive Council and an equal number of administrators appointed by the President but in no event shall exceed fourteen total members except by mutual agreement. The Governance Council shall meet no less than once monthly, September through June, and shall operate in accordance with internal rules and procedures which it shall develop. The Governance Council shall advise the President and the Board of Trustees as to all major educational or operation policy considerations. It shall also be involved in the development of annual operating budget recommendations.

202 DEPARTMENT CHAIRPERSONS

The parties agree that advice and recommendations from academic employees regarding many of the operational decisions which the District must make is desirable. Accordingly, it is agreed that the Department Chairperson structure shall be maintained during the life of this Agreement. Academic employees shall have the opportunity to elect and/or recall the Department Chairperson in their respective departments. Department Chairpersons may also be relieved of such duties by the appropriate Dean for just cause. In such instances, another Department Chairperson shall be elected by the academic employees in the Department.

203 INSTRUCTIONAL COUNCIL

The District agrees to continue the utilization of the Instructional Council for the life of this Agreement.

204 ACADEMIC EMPLOYEE OPPORTUNITIES AND OBLIGATIONS

Academic employees shall have the opportunity and obligation to:

1. Participate in the development of their departmental budgets.

ARTICLE 300: SALARY AND INITIAL PLACEMENT

301 INITIAL PLACEMENT

Placement for newly hired academic employees shall as a minimum be as follows:

Less than a Bachelor's Degree	Step 1
Bachelor's Degree	Step 2
Bachelor's Degree plus 15 credits or Journeyman	Step 3
Bachelor's Degree and 4 years of experience	Step 4
Master's Degree	Step 4
Journeyman and 4 years experience as a Journeyman	Step 4
Doctorate Degree	Step 5

302 MINIMUM QUALIFICATIONS

In the event a position has a limited pool of applicants and it becomes necessary to hire a candidate whose qualifications do not meet the minimum qualifications required for the position, the candidate will be required to meet the minimum qualifications for the position s/he holds by the end of the second year of the probationary period.

2. Through their departmental structure, participate in the selection of full-time academic employee candidates and in the development of recommendations to be submitted to the Administration for final approval. Academic employees shall have the opportunity to participate in the selection of academic administrative employee candidates and in the development of recommendations to be submitted to the Board of Trustees or it's designee for final approval.

3. Participate in ad hoc committees, task forces, advisory committees and other structures relating to the academic affairs of the District.

205 OTHER

Nothing in this Article shall be construed to deny to either party rights otherwise established by the Agreement. Excluding allegations regarding the removal of Department Chairpersons for just cause, substantive decisions made by the District shall not be grievable under this Agreement. Alleged procedural disputes shall be initiated at Level Three of the Grievance Procedure, Article 1000.

303 FULL-TIME SALARY

303.1 FULL-TIME SALARY SCHEDULE (173 Contractual Days)

STEP	EFFECTIVE FALL QTR. 1987	EFFECTIVE MARCH 1, 1988	EFFECTIVE FALL QTR. 1988	EFFECTIVE 1/1/89	STEP
1	20504	21042	21517	22443	1
2	21524	21842	22317	23243	2
3	22333	22642	23117	24043	3
4	23143	23442	23917	24843	4
5	23823	24242	24717	25643	5
6	23952	25042	25517	26443	6
7	24632	25842	26317	27243	7
8	24762	26642	27117	28043	8
9	25442	27442	27917	28843	9
10	26041	28242	28717	29643	10
11	26640	29042	29517	30443	11
12	27239	29842	30317	31243	12
13	27466	30642	31117	32043	13
14	27838	31442	31917	32843	14
15	28065	32242	32717	33643	15
16	28437	33042	33517	34443	16
17	29036			35243	17
18	29263			36043	18
19	29635				
20	29862				
21	30461				
22	31060				
23	31659				
24	32258				

303.2 Placement of academic employees for the 1987-88 academic year shall be in accordance with a control list initialed by the parties.

303.3 Academic employees who completed the advancement process under previous policies of the District during the 1987-88 academic year shall advance two steps effective Fall Quarter 1988.

304 STEP ADVANCEMENT

Advancement from step to step shall be as mutually agreed to by the parties in the event Section 1302, is invoked.

305 PART-TIME SALARY

Part-time faculty are academic employees contracted for less than an academic year or with assignments less than a full-time load. Part-time faculty are not placed on the academic employees salary schedule. Full-time academic employees who instruct, or perform similar duties in addition to a full load shall be compensated at the part-time rate.

305.1 Effective Winter quarter 1988, compensation for part-time assignments shall be based on the following rates:

1. Academic employees who have taught fewer than fifteen (15) credit hours at Lower Columbia College will be paid:

   $21.00 per lecture hour
   $14.48 per lab hour

2. Academic employees who have taught fifteen (15) or more credits but less than forty-five (45) credits at Lower Columbia College will be paid:

   $21.40 per lecture hour
   $14.75 per lab hour

3. Academic employees who have taught forty-five(45) or more credits at Lower Columbia College will be paid:

   $21.84 per lecture hour
   $15.05 per lab hour

The course lecture and lab hour values for the purpose of computing part-time compensation will be defined by the Master Course Catalog File. Linked courses/simultaneous instruction covering the same lecture and lab contact hours shall be treated as one course.

It shall be the responsibility of academic employees to provide evidence of the number of credits they have taught. Such evidence must be provided the appropriate Dean prior to the beginning of the quarter of assignment.

In applying the above, the lab hour rate shall be applicable to ABE/ESL courses and all non-instructional academic employees. The lecture rate shall be applied to the Math Lab, the Office Science Lab, and the INDV lab. A one hour lecture/two hour lab rate shall be applied to the Welding and Machine Shop labs.

305.2 Exceptions to 305.1 above shall be as follows:

a. Compensation for academic employees teaching apprenticeship programs will be at the rate of $18.25 per contact hour.

b. Compensation for Co-op Ed academic employees will be $50 per student per quarter.

c. Courses provided to meet individual needs of students are considered to be independent study and are staffed by volunteer effort.

d. Compensation for guest lecturers shall be exempt from this contract.

e. Compensation for contact hours for Senior Studies courses (SNST) shall be paid according to the 3 step criteria defined in Section 305.1 using the following rates:

1 - $16.93 per hour
2 - $17.26 per hour
3 - $17.60 per hour

305.3 Coaching stipends shall be increased four percent (4%) effective September 1, 1987.

305.4 Department Chairpersons shall receive an annual stipend of $1450.00 effective Fall quarter, 1987.

305.5 Effective January 1, 1989, all rates in Section 305 of this Article shall be increased by 3%.

305.6 OTHER

For the Winter and Spring Quarters of the 1987-88 academic year only, part-time academic employees who are not otherwise employed as full-time employees shall receive a premium of one dollar ($1.00) an hour for all hours worked.

306 SUMMER SCHOOL

306.1 Full-time academic employees not covered by 306.2 below who teach summer school and are available for noninstructional activities similar to the regular year shall receive $5,000.00 (pro-rated for percentage of load).

306.2 Full-time academic employees who teach summer school and who taught summer of 1986 or 1987 and are available for noninstructional activities similar to the regular year shall be grandfathered at the highest dollar amount earned (pro-rated for percentage of load) or pursuant to 306.1 above if greater.

306.3 All academic employees not covered by 306.1 or 306.2 above shall be paid in accordance with the part-time rate.

307 SUMMER CURRICULUM DEVELOPMENT STIPENDS

307.1 An academic employee who wishes to develop an entirely new instructional program or do a major alteration of an existing program is eligible to apply for a summer stipend to fund the project.

307.2 Projects will be evaluated by a committee consisting of the Dean for Instruction, an at-large administrator, and three academic employees, at least one from the applicant's department. Recommendations for participation shall be forwarded to the President for approval.

308 CANCELLATION OF CLASSES

Part-time academic employees and full-time academic employees working beyond their full-time load who are affected by cancellation of classes shall receive compensation on the basis of $50.00 or actual time spent in class whichever is greater. The earliest possible communication with the affected academic employee will be made relative to the potential or actual need to cancel a class. If a class is cancelled prior to the first session, the academic employee will not receive any compensation.

309 ADDITIONAL ASSIGNMENTS

From time to time, the District may choose to employ full-time academic employees beyond their normal assignment. Compensation for this effort shall be made according to the following formula:

$$\frac{\text{Annual Contracted Salary Rate}}{173} \times \text{Number of FTE Days to be Worked}$$

310 OTHER

In the event that formal action occurs invoking Section 601 Sub-section 12 of SSB 1221, salary provisions contained herein alleged to violate such appropriation provisions shall be invalidated pending final resolution of the matter.

The District agrees not to bring or file suit to invalidate any provisions of this contract.

ARTICLE 400: PROFESSIONAL DEVELOPMENT

401 PROFESSIONAL DEVELOPMENT ACTIVITIES

To qualify for Professional Development Units, activities must be:

1. Earned and accumulated based on the activities and standards found in Appendix A.

2. Related to the actual or potential assignments of the academic employee.

3. Applied no more than one time for a specific activity.

4. Approved prior to the activity.

5. Beyond the normal contractual duties and contractual hours of the academic employees unless otherwise approved by the appropriate Dean.

6. PDU's already in the file or PDU's in process and not previously used for advancement shall remain available for consideration in future negotiations.

402 PROFESSIONAL DEVELOPMENT UNIT APPLICATION AND EVALUATION PROCESS

1. Each academic employee desiring Professional Development Units must apply in writing to the appropriate Dean.

2. The Dean will screen, process and approve or deny. A copy of the disposition of the application shall be forwarded to the LCCFA.

3. Upon completion of the approved Professional Development Unit activity, the academic employee shall submit documentation of the approved professional activities within one year of the completion of the activity. The appropriate Dean shall provide to the Personnel Office acceptable documentation for each of the completed and approved activities.

4. The Personnel Office shall issue a report to each academic employee by November 1 of each year noting the number of PDU's on record for the previous year (September 1 to August 31) and the total number of PDU's on record.

ARTICLE 500: ASSOCIATION RIGHTS

501 LCCFA REPRESENTATION RIGHTS

The LCCFA shall enjoy all rights available under law with respect to its representation responsibilities.

502 BOARD REPRESENTATION

502.1 ACCESS TO BOARD MEETINGS

The LCCFA shall have the right to enter appropriate matters on the Board agenda. The LCCFA shall have the right to enter background material in the Board agenda on any issue to be brought before the Board. Such materials must be supplied a reasonable length of time prior to the meeting.

502.2 MINUTES, AGENDA AND RELATED STUDY MATERIALS

The LCCFA shall be furnished two copies of minutes, agenda and related study materials at the same time and in the same form as those materials furnished the public and the Board. Such information shall not include information forwarded to the Board for executive session or the President's management letter.

503 BOARD POLICIES AND PROCEDURES MANUAL

The LCCFA and each full-time academic employee shall be provided a current copy of the Board of Trustees Policy Manual not later than the Fall of 1988, and a Procedures Manual will be provided as it is developed. Each fall thereafter, the LCCFA will receive an updated copy of the manuals and each full-time academic employee shall receive a Table of Contents indicating the revisions of the previous year; new and/or revised policies and procedures will be provided on a timely basis throughout the academic year. Updated copies of the Policy and Procedures manual will be maintained in the Library and the Office of Instruction for use by academic employees.

504 ATTENDANCE AT MEETINGS

Officers and Executive Council members of the LCCFA may attend legislative committee hearings, SBCCE meetings and SBCCE committee meetings, faculty association sponsored regional, statewide, or national meetings/conferences on contracted days without loss of pay with the following provisions:

1. No more than an aggregate total of seven (7) contract days will be taken in a contract year.

2. Only one Officer or Executive Council member may attend each meeting.

3. The absence must be approved by the appropriate Dean or supervisor.

4. The academic employee will arrange to have his/her duties covered during his/her absence. The arrangements must be approved by the appropriate Dean or supervisor.

5. Nothing herein shall be construed to permit any lobbying proscribed by RCW 42.17.190 nor to commit the District for any travel costs.

505 PAYROLL DEDUCTION

The LCCFA shall have the right to guaranteed payroll deduction of membership dues to the representative employee organization, and the District shall remit such dues to the authorized LCCFA representative, if authorized by the employee.

506 FACC PROVISIONS

The District shall provide the elected Faculty Association of Community College (FACC) representative or alternate FACC representative time and travel funds to attend FACC meetings.

507 DISTRIBUTION OF AGREEMENT

Within 30 calendar days following ratification and signing of this Agreement, the District shall print and distribute to each academic employee a copy of this Agreement. The style and format shall be mutually determined by the District and the LCCFA prior to printing. Additional copies shall be provided to the LCCFA. All academic employees new to the District shall be provided a copy of this Agreement by the District upon issuance of their initial full-time contract. This Agreement shall be available to any applicant applying for a faculty position upon request.

508 INFORMATION TO CANDIDATES

All finalists for full-time academic positions shall be given the opportunity to review the contract between the District and LCCFA.

At the time an offer of full-time employment is tendered, the LCCFA President shall receive the name, address and phone number of the person.

509 CONTRACT ADMINISTRATION AND PRESIDENTIAL CONSULTATION

The College President and up to two (2) designees of his/her choice shall meet with up to three (3) official representatives of the LCCFA for the purpose of interpretation of the language and intent of this agreement at least monthly or as reasonably necessary as mutually determined. Matters pertaining to reduction in force and workload shall be dealt with under this section as opposed to Section 201, Governance Council.

ARTICLE 600: ACADEMIC EMPLOYEE RIGHTS AND WORKING CONDITIONS

601 ACADEMIC FREEDOM

Academic freedom allows Lower Columbia College's academic employees to seek and present the truth as they know it on problems and issues, without fear of interference from administrators, the Board, governmental authorities, or pressure groups. Students gain the opportunity to study controversial issues and divergent views and to arrive at their own conclusions. Academic employees have a basic responsibility to promote freedom of thought, expression and the pursuit of truth. Academic employees have an obligation to protect students' right to freedom of inquiry even when the students' conclusions differ from the academic employees' conclusion. In using potentially controversial materials, the academic employee has the obligation to ensure the material meets the valid educational objectives of the class. Academic employees have the responsibility to exercise reasonableness and good judgment in their presentations and to function within the ethics and standards of their respective disciplines, the teaching profession and the College. Academic employees are entitled to freedom in the classroom in presenting the subjects they teach and shall be free to select and use textbooks that they deem suitable for such presentation.

602 SAFETY

No academic employee shall be required to work under known unsafe or hazardous conditions or to perform tasks that endanger his or her health or safety, or well-being, or the health, safety, or well-being of students.

603 FACULTY/STAFF LOUNGE

The District agrees to continue to provide a lounge which shall be reserved exclusively for use by faculty, staff and their guests.

604 TORT CLAIMS

604.1 As provided for in RCW 28B.10.842 whenever any action, claim, demand, suit, criminal proceeding, judgment or proceeding is instituted against an academic employee arising out of the performance of duties for the District, within or without Lower Columbia College facilities, the Board of Trustees may grant a request by an academic employee that the Attorney General be authorized to defend said action, claim, demand, suit, criminal proceeding, and the cost of defense of said action shall be paid from the appropriation made for the support of the District.

604.2 If the District is unable to reach any decision on the matter, the Attorney General is authorized to grant a request.

604.3 When a request for defense has been authorized, then any obligation for payment arising from such an action, claim or proceeding shall be paid from the State's Tort Claims Revolving Fund pursuant to the provisions of RCW 4.92.130 through 4.92.170 as now or hereafter amended.

604.4 The provisions of this section shall not apply unless the District has made a finding and determination by resolution that the academic employee was acting in good faith.

605 PERSONNEL FILES

The District shall maintain one personnel file for each academic employee. For full-time academic employees this file shall be in the College Personnel Office; for part-time academic employees this file shall be in the appropriate Dean's office. No other official personnel file shall be maintained by any other office or administrator of the College.

Academic employees may review the contents of their own personnel files by appointment with the college personnel officer or appropriate Dean. Except for routine administrative matters, files will be open to any other individual only with the written permission of the academic employee.

Except for routine administrative documents such as employment notices, no information will be placed in the personnel file unless copies have been furnished to the academic employee concerned. File copies will be initialed by the individual to indicate receipt of information. An academic employee may append a written response to the document if he/she so desires. The response shall be included in the personnel file as an attachment to the document to which it responds.

606 COMPLAINTS

In any instance where a supervisor receives and verifies a substantive complaint about the performance of an academic employee from students or the public or from personnel in the District, the supervisor shall so notify the academic employee within thirty (30) calendar days of verification of the complaint. The supervisor and academic employee shall then meet to discuss the complaint informally and, if possible, to resolve it. Such meeting shall normally take place during the employee's assignment period. Any disciplinary action deemed appropriate by the supervisor shall be in accordance with Section 607, Discipline.

607 DISCIPLINE

Discipline shall be only for just cause and shall be progressive as applied to the specific facts of the case involved. Disciplinary documents and all materials upon which discipline is based shall be treated in accordance with Section 605, Personnel Files. The academic employee shall have the right to LCCFA representation in any disciplinary proceeding, including investigatory interviews with the academic employee.

608 EARLY RETIREMENT INCENTIVE

A committee will be established no later than Spring quarter, 1988 to review an Early Retirement Incentive Program for full-time academic employees. Any recommendations for an Early Retirement Incentive Program will be forwarded to the President for consideration by the Board no later than its January, 1989, meeting as a College policy.

609 PROFESSIONAL DEVELOPMENT FUNDS

The District shall allocate $12,500.00 annually commencing with the 1987-88 academic year to be disbursed by the faculty development committee for conferences, tuition, and other professional development activities covered by its guidelines.

610 CALENDAR AND CONTRACT YEAR

For calendars prepared during the term of this Agreement, the following shall apply:

1. An academic year or contract year for a full-time academic employee shall be three (3) instructional quarters and 173 days (or equivalent).

2. The Governance Council shall be involved in developing the annual calendar(s) prior to adoption by the Board of Trustees.

20

ARTICLE 700: MANAGEMENT RIGHTS

The management of the District and the direction of the work force are vested exclusively with the District subject to the terms of this Agreement. All matters not specifically and expressly covered by the language of this Agreement may be administered for its duration by the District in accordance with such policies and procedures as it from time to time may determine.

ARTICLE 800: FACULTY EVALUATION

The District and LCCFA agree to negotiate an evaluation system for non-probationary academic employees. In the event agreement is reached such agreement shall become an Appendix to this Agreement.

ARTICLE 900: LEAVE

901 SICK LEAVE DEFINITION

901.1 Sick leave" shall mean a leave of absence with pay granted pursuant to RCW 28B.50.551 for illness, injury, bereavement, or emergencies.

901.2 "Compensation account" shall mean that account set up for sick leave, and that account shall be posted with sick leave.

901.3 "Auxiliary account" shall mean that account which has been set up for ineligible sick leave, and that account shall be posted with days used in excess of sick leave accrued and used in the compensation account.

901.4 A full-time academic employee shall be credited with ten (10) days sick leave on the first day of the initial contract which is for three consecutive quarters. Thereafter, commencing with the second year of employment the employee shall be credited with one (1) day of leave per month worked, September through June inclusive.

901.5 During July and August, full-time academic employees teaching eight credits or more, or the equivalent shall receive one day of sick leave per month worked.

902 ANNUAL ACCOUNTING FOR SICK LEAVE

902.1 All sick leave taken by eligible employees shall be posted to the compensation account except for those employees who have an auxiliary account balance in which case, in any calendar year (January 1 through December 31) the number of days charged to the compensation account shall not exceed the number of days credited to his/her compensation account. Excess sick leave days in that calendar year will be charged to the auxiliary account until it is exhausted. Any remaining sick leave days used will be charged to the compensatory account.

902.2 Each eligible employee shall be provided in January with a statement indicating the beginning balance of each leave account, the number of days charged each leave account, and the ending balance of each leave account as reflected in the College records maintained by the Personnel Office.

903 SICK LEAVE BUY-BACK

903.1 In January of the year following any year in which a minimum of sixty (60) compensable days of sick leave is accrued, and each January thereafter, any eligible employee may, upon written request, receive remuneration for unused compensable leave accumulated in the previous calendar year at a rate equal to one day's monetary compensation of the employee for each four full days of accrued compensable leave in excess of sixty (60) days. Sick leave for which compensation has been received shall be deducted from the accrued compensatory balance at the rate of four days for every one day's pay.

903.2 Eligible employees, at the time of separation from State service due to retirement on account of age or physical disability, or the estate of a deceased eligible employee, may elect to convert all unused sick leave in the compensatory account to monetary compensation at the rate of twenty-five (25) percent of one day's compensation.

904 JURY DUTY

An employee who is required to be on jury duty at a time which coincides with their regular academic assignment shall be paid a regular salary provided that the payment they receive for jury service is remitted to the College.

905 BEREAVEMENT LEAVE

Bereavement leave, which is deducted from sick leave , may be taken as follows:

905.1 Three days for death in the immediate family which includes: husband, wife, offspring, parent, sibling, stepbrother, stepsister, stepchild, stepparent, grandchild, grandparent, in-law, or any person living in the immediate household of the employee. Leave to pay last respects to a very close deceased friend may be granted by the immediate supervisor without loss of pay to the employee.

905.2 Upon approval of the appropriate Dean, additional days of bereavement leave shall be deducted from accumulated sick leave.

906 MATERNITY AND PATERNITY LEAVE

906.1 Maternity leave shall be granted for the period of time that a woman is sick or temporarily disabled because of pregnancy or child birth. Determination

of the length of maternity leave shall be arranged with the Dean. Such leave shall be available to all women academic employees .

906.2 Accrued sick leave may be used during the period of temporary disability. Authorized leave without pay shall be granted as necessary if accrued sick leave is not used or is insufficient to cover the entire period of maternity leave.

906.3 An employee on maternity leave cannot be terminated, demoted, laid off (due to reasons other than budgetary, or reduction-in-force), or placed on any status other than that acquired prior to pregnancy. Such employee shall be returned to her original position or an equivalent one of like status and pay and shall be entitled to all previously earned service credits and other benefits.

906.4 Paternity leave shall be granted for the period of time that the spouse is temporarily disabled and requires home care because of pregnancy or child-birth. Determination of the length of paternity leave shall be arranged with the employee and his appropriate Dean. Such leave shall be available to all male academic employees.

907 SABBATICAL LEAVE

907.1 The Board may grant a one year leave of absence with or without pay to full-time academic employees for research, study in residence at an accredited institution of higher education, work to update skills, educational travel or other activities.

907.2 Applications for a sabbatical for a partial year must be submitted in writing to the appropriate Dean one quarter in advance (excluding Summer quarter)and must be approved by the Board. For a full year sabbatical the initial request must be in writing and to the appropriate Dean on or before March 1 with the final proposal submitted by April 1. The applicant may appear before the Board to speak regarding the request for sabbatical.

907.3 An academic employee granted a leave will sign an agreement to:

A. Return to the College for a period of time equal in length to that of the leave granted at the same or comparable position with no loss in salary schedule status.

B. Refund the College all leave pay should the recipient not return at the expiration of the leave.

907.4 Compensation for sabbatical leave shall be based upon the length of sabbatical:

One quarter - 80% of the academic employee's base salary but in no case less than $6300.00.

Two quarters - 70% of the academic employee's base salary but in no case less than $11,600.00.

Three quarters - 60% of the academic employee's base salary but in no case less than $18,000.00.

907.5 The Sabbatical Leave policy of this Agreement is to be administered separately from the Faculty Development policy.

908 PERSONAL LEAVE

Personal leave, in addition to any other leave defined herein, shall be available under the following circumstances:

1. Such leave is non-cumulative.
2. Such leave shall not exceed one day per quarter.
3. Such leave shall not exceed one day per year in the 1987-88 year; two days per year in the 1988-89 and subsequent years.

909 PART-TIME/EXTENDED INSTRUCTION SICK LEAVE

Part-time academic employees, including full-time working on a part-time status, shall be granted one (1) day of sick leave per quarter, nonaccumulative. For purposes of this section, a day shall be defined as a class or classes on the date missed because of illness.

910 OTHER

910.1 Deductions from salaries for absences other than those granted under this Article will be at the academic employee's daily rate.

910.2 Employees shall notify the appropriate administrator when they find it necessary to be absent. The Employer reserves the right to request from the employee a statement signed by a physician concerning treatment for an illness or injury which exceeds five (5) consecutive working days.

ARTICLE 1000: GRIEVANCE PROCEDURE

1001 DEFINITION

1001.1 A grievance is a claim that there has been a violation, misinterpretation, or misapplication of a specific Article or Articles of this Agreement. A grievance may be filed by one or more members of the bargaining unit who claim they have been aggrieved, or by the LCCFA, with the immediate supervisor not in the bargaining unit of any of the employees filing such a grievance.

1001.2 The grievant may have representation by the LCCFA at each step of the grievance procedure.

1001.3 A "grievant" shall mean an academic employee, or group of academic employees, or the LCCFA filing a grievance.

1001.4 "Days" shall mean academic employee workdays, except as otherwise indicated.

1001.5 "Board" shall mean the Board of Trustees of Community College District 13.

1001.6 "LCCFA" shall mean the Lower Columbia College Faculty Association.

1001.7 "President" shall mean the Chief Administrative Officer of Community College District 13.

1002 PURPOSE

1002.1 The purpose of this procedure is to resolve disputes which are a result of alleged violations of this Agreement.

1002.2 A copy of the written answer to a grievance at any level shall be sent to the LCCFA.

1002.3 Nothing herein shall be construed to deny any member of the academic employees the use of normal College channels in processing other complaints that arise outside the scope of this contract.

1002.4 Any grievance not advanced from one level to the next within the time limits of that level shall be deemed resolved by the answer at the previous step.

1003 PROCEDURE AND ARBITRATION

1003.1 LEVEL ONE

The grievant shall promptly attempt to resolve the grievance informally between the employee and his/her immediate supervisor. If the grievance is not resolved informally, the grievant will present a signed, written grievance to the immediate supervisor within fifteen (15) working days from the date of the occurrence of the event giving rise to the grievance, or within fifteen (15) working days from the date the grievant should reasonably become aware of such event. The statement of grievance shall name the grievant involved, shall state the facts giving rise to the grievance, shall identify by appropriate reference all the provisions of this Agreement alleged to be violated, shall state the contention of the grievant with respect to these provisions, shall indicate the relief requested, and shall be signed by the grievant involved. Within ten (10) working days after the presentation of the grievance, the immediate supervisor shall provide a written answer to the grievant.

1003.2 LEVEL TWO

In the event a grievance has not been satisfactorily resolved at level one, the grievant may, within five (5) working days of the receipt of the immediate supervisor's answer, submit to the appropriate Dean a signed, written statement of grievance. The written statement of grievance shall contain the criteria identified in Level One. The Dean may call witnesses, hold hearings, and take any other appropriate action necessary to determine all the facts at issue and shall give the grievant an answer, in writing, no later than seven (7) working days after the receipt of the written grievance. If further investigation is needed, additional time, of a duration mutually agreed on by both parties, shall be allowed.

1003.3 LEVEL THREE

If the grievance is not resolved satisfactorily at level two, the grievant may, within five (5) working days of the receipt of the Dean's answer, submit to the President of the College a signed, written statement of the grievance. The statement of grievance shall name the grievant involved; shall state the facts giving rise to the grievance; shall identify all the provisions of the Agreement alleged to be violated, by appropriate references; shall state the contention of the grievant with respect to

these provisions; shall indicate the relief requested; and shall be signed by the grievant. The President shall give an answer in writing no later than five (5) working days after receipt of the written grievance. If further investigation is needed, such additional time shall be allowed as is mutually agreed to by both parties.

1003.4 LEVEL FOUR

1. If the grievance is not resolved at level three, the grievant may, within five (5) working days, notify the President that the grievance shall be submitted to binding arbitration.

2. Only grievances which involve an alleged violation by the Employer of a specific section or provision of this Agreement and which are presented to the District in writing during the terms of this Agreement and which are processed in the manner and within the time limits herein provided shall be subject to arbitration.

3. The fees and expenses of the arbitrator shall be borne equally by the District and the LCCFA.

4. The party requesting the arbitration shall notify the American Arbitration Association, within ten (10) working days of notifying the President, requesting the appointment of an arbitrator. The selection of the arbitrator shall be in accordance with the voluntary labor rules of the American Arbitration Association. The arbitrator shall not amend, modify, nullify, or add to the provisions of this Agreement. The arbitrator's decision shall be binding upon both parties unless he/she has exceeded his/her authority under the terms of this Agreement.

5. Upon request of either party, the merits of a grievance and the procedural and/or substantive arbitrability issues arising in connection with that grievance shall be consolidated for hearing before the arbitrator provided that an arbitrator shall resolve the arbitrability of a grievance before hearing the merits of the grievance.

6. An arbitrator shall not have the authority to remand an issue back to the parties for negotiations as a part of any award.

ARTICLE 1100: TENURE/DISMISSAL

The LCCFA agrees that the ultimate authority to grant or deny tenure is vested with the District. The District agrees that any decision to grant or deny tenure which is contrary to the Probationary Review Committee recommendations shall be immediately disclosed to both the probationer and the applicable Probationary Review Committee. It is further agreed that any and all decisions relating to the awarding or withholding of tenure as well as the nonrenewal or renewal of individual contracts including all decisions relating to the dismissal or discharge of an academic employee shall not be subject to the grievance procedure of this Agreement; provided, however, upon mutual written agreement between the academic employee and the District, statutory remedies may be waived in favor of arbitration.

ARTICLE 1200: SCOPE OF AGREEMENT

1201 This Agreement constitutes the negotiated agreement between the District and the LCCFA and supersedes any previous agreements or understandings, whether oral or written, between the parties. In addition, this Agreement supersedes any rules, regulations, policies, resolutions or practices of the District which shall be contrary to or inconsistent with its terms.

1202 The parties acknowledge that each made demands and proposals with respect to matters deemed proper subjects for negotiations. The results of the exercise of that right and opportunity are set forth in this Agreement. Therefore, the District and the LCCFA for the duration of this Agreement each voluntarily and unqualifiedly agree to waive the right to oblige the other party to negotiate further on any subject matter covered in this Agreement or negotiations and withdrawn unless mutually agreed otherwise or as delineated in Article 800, Sections 1203 and 1204 and Article 1300.

1203 It is the belief of both parties that all provisions of this Agreement are lawful. If any section of this Agreement should be found to be unlawful the remainder of the Agreement shall not be affected thereby, and the parties shall enter into immediate negotiations for the purpose of arriving at a mutually satisfactory replacement of such section.

1204 Pursuant to 28B.52.035, no provision of Article 300 shall exceed the dollar amount or percent established by the Legislature in the Appropriations Act and the allocation to the Board of Trustees by the State Board for Community College Education. If any provision of Article 300 is changed by subsequent modification of the Appropriations Act by the Legislature, both parties shall immediately enter into collective bargaining for the sole purpose of arriving at a mutually agreed upon replacement for the modified provision.

ARTICLE 1300: DURATION

1301 This Agreement shall become effective upon its execution and shall remain in effect until June 30, 1990.

1302 The LCCFA may re-open Article 300 at any time the Legislature of the State of Washington authorizes and allocates funds for such purposes which are not already contemplated by this Agreement or in the event the rules change regarding the treatment of increments and/or advancements.

1303 Negotiations for a subsequent agreement shall commence no later than April 1, 1990.

Signed this 11th day of March, 1988 at Longview, Washington.

FOR LCCFA:

Laura A. Vest 3/11/88
DATE

DATE

DATE

FOR THE DISTRICT:

Meredith Kerton 3/11/88
DATE

DATE

DATE

LCCFA.2
3/8/88
Final

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APPENDIX A

PROFESSIONAL DEVELOPMENT UNITS
(Effective Fall Quarter 1987)

1. Professional Development Units shall consist of the following:

		PROFESSIONAL DEVELOPMENT UNITS	CREDITS*/ HOURS
1.1	Academic Courses 100 or above for those with standard degree in teaching field 300 or above for reassigned employees	1	1
1.2	Inservice Training Workshop, Colloquium, Symposium, Institute and Conference Session	1	10
1.3	Paid Field Work or Clinical Experience 1.31 Field Project: An activity in which the academic employee is actively engaged in a special pre-planned field project. 1.32 Clinical Project: An activity in which the academic employee is actively engaged in a special pre-planned clinical project.	1	40 hours or course equivalency
1.4	Educational Travel (Not to exceed five credits per step move)		
	1.41 Directly relevant activity, defined in advance.	1	20 hours or course equivalency

	1.42 Per day	0.2 1 day
1.5	Research and Development Projects (Not to exceed five credits per step move)	
	1.51 Individual Project: An activity in which the academic employee engages in research and/or development of a pre-planned project or topic.	Variable in PDU's**
	1.52 College Research and Development	Variable in PDU's**
	1.53 Service on Professional Board or Association.	Variable in PDU's**
	1.54 Leadership on Professional Board or organization, including elected office.	Variable in PDU's**
	1.55 Activities resulting from research: a) Presentation b) Artistic Exhibit c) Publication d) Creative Performance	Variable in PDU's**
	1.56 Grants and Proposals	Variable in PDU's**

*Quarter credit or equivalent (2/3 semester credit equals one quarter credit).

**Depending upon the activity, PDU's should vary according to the scope of the activity (local or regional, national...), degree of participation by academic employee, time and energy devoted to the activity, originality of the activity, etc.

APPENDIX B

BACK-TO-WORK AGREEMENT

1. The parties agree that no District employee or student shall be discriminated against and no reprisals shall be taken for any reason against any participant or non-participant in the work-stoppage which occurred March 3 and March 4, 1988.

2. Neither party shall initiate any litigation or Unfair Labor Practice charges except the injunction issued March 4, 1988, which has been initiated during the course of negotiations.

3. The parties shall jointly request the dismissal of the injunction issued on March 4, 1988, upon the execution of the 1988-90 collective bargaining agreement.

4. The winter quarter 1988 schedule shall be completed as scheduled.

5. Full-time faculty shall receive two (2) days leave without pay for March 3 and 4th calculated on the basis of 1/173 reduction of the 3/1/88 annual rate for each day. Excluded from such deduction shall be the full-time academic employee coordinating the Head Start program.

6. Part-time employees shall be paid for actual hours worked.

FOR LCCFA:	FOR THE DISTRICT:
[illegible] 3/11/88	[illegible] 3/11/88
DATE	DATE
DATE	DATE
DATE	DATE

APPENDIX C

MEMORANDUM OF AGREEMENT

The inventory of fixed assets and equipment shall be completed prior to the end of the 1987-88 academic year. Completion of the inventory shall make the 173rd day deemed done. The LCCFA agrees to withdraw its demand for arbitration before AAA on this matter.

FOR LCCFA:	FOR THE DISTRICT:
[signature] 5/11/88	[signature] 5/11/88
DATE	DATE
DATE	DATE
DATE	DATE

ERIC Clearinghouse for Junior Colleges OCT 14 1988